

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON AT SEATTLE

TERESA BERRY and GENE BERRY,

Plaintiffs,

vs.

ASSET ACCEPTANCE, LLC, and
SUTTELL, HAMMER, & WHITE, P.S.,

Defendants.

NO.

COMPLAINT FOR VIOLATIONS OF 15
U.S.C. § 1692 ET SEQ. AND RCW
CHAPTER 19.16

COMES NOW Plaintiffs Teresa Berry and Gene Berry, by and through counsel, who
allege:

I. PARTIES

1. Plaintiffs Teresa Berry and Gene Berry are a married couple who reside in Pierce
County, Washington State.

2. Defendant Asset Acceptance, LLC (“Asset Acceptance”), a Delaware Limited
Liability Company, is a debt collector and collection agency doing business in Washington, and
who repeatedly attempted to collect an alleged debt from the Plaintiff. Asset Acceptance’s
registered agent is Corporation Service Company, 300 Deschutes Way SW Suite 304, Tumwater,

1 WA 98501.

2 3. Defendant Asset Acceptance first obtained their Washington State Collection
3 Agency license on September 18, 2013.

4 4. Defendant Suttell, Hammer, & White P.S. ("SHW") is a Washington State based
5 law firm who repeatedly attempted to collect an alleged debt from the Plaintiff. Its registered
6 agent is Karl A. Weiss, 601 Union Street Suite 2600, Seattle, WA 98101-2302.

7 5. Defendant SHW is also known as Suttell & Hammer, P.S.

8 6. Defendant SHW first obtained their Washington State Collection Agency license
9 on October 10, 2012.

10 **II. JURISDICTION**

11 7. Plaintiffs allege violations of the federal Fair Debt Collection Practices Act
12 (FDCPA), 15 U.S.C. § 1692 *et seq.* This Court has jurisdiction pursuant to 28 U.S.C. § 1331.
13 Jurisdiction is proper in this Court because the FDCPA is a law of the United States and subject
14 to federal-question jurisdiction.

15 8. Additionally, Plaintiff alleges violations of the Revised Code of Washington.
16 This Court has original jurisdiction over Plaintiff's FDCPA claims, and Plaintiff's federal and
17 state claims arise from the same offensive conduct. This Court therefore has supplemental
18 jurisdiction over Plaintiff's state law claims pursuant to 28 U.S.C. § 1367(a).

19 **III. FACTS**

20 9. On August 2, 2012, Defendant SHW, acting on behalf of its client Asset
21 Acceptance and acting through an attorney employed by SHW, signed a Summons and
22 Complaint in a lawsuit against Plaintiff. The lawsuit was initiated in Pierce County Superior
23 Court, captioned "Asset Acceptance LLC v. Teresa Berry," and was (at a later time) issued case

1 number 14-2-08937-1 (hereafter “the collection lawsuit”).

2 10. Teresa Berry was served with the collection lawsuit on or about August 10, 2012.

3 11. The first page of the aforementioned Complaint stated: “The defendant, TERESA
4 BERRY, is believed to be a married individual and as such incurred the below-referenced
5 separate and community obligation” [sic] (emphasis in original).

6 12. The Complaint demanded \$8,569.52, arising out of an allegedly unpaid credit
7 card on an account ending in the digits XXXX1112 and for which Asset Acceptance was the
8 purported assignee.

9 13. The Summons and Complaint are attached hereto as **Exhibit A**.

10 14. On May 22, 2014, Defendants filed the collection lawsuit (having already been
11 initiated by service of the lawsuit under Washington’s Civil Rules) and also filed a motion for
12 summary judgment.

13 15. The motion for summary judgment barely exceeded a single page. Under the
14 subject heading “Legal Authority,” Defendants wrote “Laws of the State of Washington.” The
15 motion cited no cases or statutes and served only as a vehicle for three exhibits which purported
16 to establish the validity of the case against Ms. Berry. The motion and selected portions of its
17 exhibits are attached hereto as **Exhibit B**.

18 16. Exhibit 1 to the aforementioned motion for summary judgment was a one-page
19 affidavit executed by a purported employee on behalf of Asset Acceptance. This affidavit is
20 hereafter referred to as the “Asset Acceptance Affidavit.” The affidavit included phrases such as
21 “Asset Acceptance, LLC purchased the receivable at issue in this case from FIA Cad Services
22 N.A. or its successor in interest” and that the amount of the claim was “\$8,569.52 together with
23 the interest, if sought, in an amount not exceeding the rate of 12.00%”. See **Exhibit B** at 5.

1 17. Exhibit 2 (to the motion for summary judgment) is a document confusingly
2 entitled "Exhibit C" and subtitled "Bill of Sale and Assignment of Loans." The document is
3 exactly one page in length and makes numerous references to a "Loan Sale Agreement dated
4 April 26, 2012," though no account information is present anywhere on the document. No such
5 "Loan Sale Agreement" was attached. *See Exhibit B* at 8.

6 18. Exhibit 3 to the motion for summary judgment is a series of Bank of America
7 account statements purportedly belonging to Teresa Berry. The account statements confusingly
8 arise out of accounts ending in both XXXX4461 and XXXX1112, and even if legitimate, do not
9 substantiate anywhere near the amounts sought in the collection lawsuit. *See Exhibit B* at 10-11.

10 19. The motion for summary judgment was ultimately denied.

11 20. The collection lawsuit was assigned to arbitration, and Defendants submitted a
12 "pre-hearing statement of proof" to the arbitrator and to the Plaintiffs directly, on or about
13 October 15, 2014.

14 21. One of the documents submitted as part of the aforementioned "pre-hearing
15 statement of proof" was an exhibit identified as "Bank Affidavit," executed by an individual
16 identifying herself as a "Bank Officer" on behalf of FIA Card Services, N.A. This affidavit is
17 attached hereto as **Exhibit C** and is hereafter referred to as the "FIA Affidavit."

18 22. The FIA Affidavit was executed on January 30, 2013, and identifies the debt as
19 originating from accounts ending in XXXX7239, XXXX1112, and XXXX1712. The affidavit,
20 though it precedes the Asset Acceptance Affidavit, makes no reference to any account ending in
21 XXXX4461.

22 23. Separately from the collection lawsuit, Asset Acceptance continues to report
23 negative credit information adversely affecting Teresa Berry's credit.

1 varying account numbers (despite conflicting affidavits provided by Defendants themselves) in
2 an attempt to force payment or obtain a judgment.

3 33. As another example, Defendant Asset Acceptance seeks \$8,569 in the collection
4 lawsuit, but reports an amount owed of over \$11,000 to the credit bureaus, which not only raises
5 questions about the amounts allegedly owed, but the disparity also necessarily constitutes a
6 factual misrepresentation.

7 34. As a further example, Defendants filed for summary judgment in the collection
8 lawsuit without having any basis for doing so, given the conflicting information in their own
9 records.

10 35. As yet another example, Defendants maintained the collection lawsuit despite an
11 overwhelming amount of conflicting and outright inaccurate evidence, and the inability to
12 substantiate the amounts allegedly owed.

13 36. Defendants therefore violated 15 U.S.C. § 1692e, including but not limited to §
14 1692e(2), (5), and (10).

15 **Count II**

16 37. A debt collector may not use unfair or unconscionable means to collect or attempt
17 to collect any debt, including but not limited to, the collection of any amount (including any
18 interest, fee, charge, or expense incidental to the principal obligation) unless such amount is
19 expressly authorized by the agreement creating the debt or permitted by law. 15 U.S.C. §
20 1692f(1).

21 38. Plaintiffs reallege paragraphs 31 – 35.

22 39. Defendants therefore violated 15 U.S.C. § 1692f(1).
23

Count III

40. RCW 19.16.250(21) prohibits attempts to collect amounts in excess of the principal other than allowable interest.

41. Asset Acceptance's credit reporting of steadily increasing amounts is unsubstantiated and conflicts with the stated demands in the collection lawsuit.

42. Defendant Asset Acceptance therefore violated RCW 19.16.250(21).

Count IV

43. RCW 19.16.250, through RCW 19.16.110 and RCW 19.16.260, requires that collection agencies obtain licenses.

44. Defendants initiated the collection lawsuit against Plaintiff Teresa Berry in August 2012, but both Defendants obtained their collection agency licenses at a later time.

45. Defendants therefore violated RCW 19.16.250.

Count V

46. RCW 19.16.250(16) prohibits threats to take actions that cannot legally be taken.

47. As Defendants could not lawfully collect the alleged debt, Defendants therefore violated RCW 19.16.250(16).

Count VI

48. The provisions of RCW 19.16.250(9) require Defendants to provide the information mandated by RCW 19.16.250(8)(c) in the initial communication through legal process.

49. On information and belief, the summons and complaint were the first communication to Plaintiffs.

50. Defendants did not communicate the amount owing on the original obligation,

1 and in the Complaint, stated that they “may be entitled to attorney’s fees” and sought “any
2 further sum which may be proven at the time of trial,” which is tantamount to not providing that
3 information.

4 51. Defendants therefore violated RCW 19.16.250(9).

5 **Count VII**

6 52. RCW 19.16.250(15) states that a collection agency may not state that an
7 obligation may be increased by attorney’s fees when there is no basis for doing so.

8 53. Defendants were served valid discovery requests in the collection action to which
9 they never responded. Despite this, Defendants still were unable to produce any document or
10 contract which authorized attorney’s fees.

11 54. Upon information and belief, there is no such contract that validly authorizes an
12 award of attorney’s fees to Defendants for prevailing in the collection lawsuit.

13 55. In fact, the FIA affidavit stated that the “original contract in this matter may not
14 be available, or no longer accessible to Affiant” [sic].

15 56. Defendants therefore violated RCW 19.16.250(15) and/or RCW 19.16.250(21).

16 **Count VIII**

17 57. Violations of RCW 19.16.250 are per se violations of the Consumer Protection
18 Act, RCW chapter 19.86. *See* RCW 19.16.440. RCW 19.86.090 provides for treble damages (to
19 a limit of \$25,000) and attorney’s fees.

20 58. Plaintiffs therefore reallege Counts III, IV, V, VI, and VII as separate Consumer
21 Protection Act violations.

22 **V. PRAYER FOR RELIEF**

23 WHEREFORE, Plaintiffs pray:

1 59. For Judgment against Defendants for actual damages.

2 60. For statutory damages of \$1,000.00, per Defendant, for FDCPA violations.

3 61. For statutory damages of \$2,000.00 per violation, per Defendant, for Washington
4 Collection Agency Act and Consumer Protection Act violations.

5 62. For treble damages, pursuant to RCW 19.86.090, calculated from the damages
6 determined by the court.

7 63. For costs and reasonable attorney's fees as determined by the Court pursuant to
8 15 U.S.C. 1692k(a)(3) and/or RCW 19.86.090.

9
10 Respectfully submitted this 3rd day of December, 2014

11
12 **ANDERSON LAW OF KING COUNTY, PLLC**

13 By: /s/ Jason Anderson
14 Jason D. Anderson, WSBA No. 38014
15 Attorney for Gene and Teresa Berry
16 787 Maynard Ave. S.
17 Seattle, WA 98104
18 (206) 395-2665
19 (206) 395-2719 (fax)
20
21
22
23

EXHIBIT A

E-FILED
IN COUNTY CLERK'S OFFICE
PIERCE COUNTY, WASHINGTON

May 20 2014 1:23 PM

KEVIN STOCK
COUNTY CLERK
NO: 14-2-08937-1

IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON
IN AND FOR THE COUNTY OF PIERCE

ASSET ACCEPTANCE LLC

Plaintiff,

NO.

vs.

TERESA BERRY

Defendant(s).

SUMMONS

s/a 343055.001

STATE OF WASHINGTON, TO: The Defendant above named.

A lawsuit has been started against you in the above entitled court by the above named plaintiff. Plaintiff's claim is stated in the written complaint, a copy of which is served upon you with this Summons.

In order to defend against this lawsuit, you must respond to the complaint by stating your defense in writing, and serve a copy upon the undersigned attorneys for the plaintiff within 20 days after the service of this summons, (or within 60 days after the service of this summons, if you were served outside of the State of Washington) excluding the day of service, or a default judgment may be entered against you without notice. A default judgment is one where plaintiff is entitled to what he asks for because you have not responded. If you serve notice of appearance on the undersigned attorneys, you are entitled to notice before a default judgment may be entered.

You may demand that the plaintiff file this lawsuit with the court. If you do so, the demand must be in writing and must be served upon the plaintiff. Within 14 days after you serve the demand, the plaintiff must file this lawsuit with the court, or the service upon you of this summons and complaint will be void.

Summons, Notice to Service Members and their
Dependants and Complaint - 1


SUTTELL & HAMMER, P.S.
PO BOX C-90006
BELLEVUE, WA, 98009
425-455-8220/425-453-3239 FAX

1 If you wish to seek the advice of an attorney in this matter, you should do so
2 promptly so that your written response, if any, may be served on time.

3 This summons is issued pursuant to Rule 4 of the Superior Court Civil Rules of the
4 State of Washington.

5 DATED August 2, 2012.

6 SUTTELL & HAMMER, P.S.

7 
for Isaac Hammer, WSBA #36101
Attorney for Plaintiff

8 s/a 343055.001

9 cd Nicholas R. Filer, WSBA #39536

E-FILED
IN COUNTY CLERK'S OFFICE
PIERCE COUNTY, WASHINGTON

May 20 2014 1:23 PM

KEVIN STOCK
COUNTY CLERK
NO: 14-2-08937-1

IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON
IN AND FOR THE COUNTY OF PIERCE

ASSET ACCEPTANCE LLC

Plaintiff, NO.

vs.

TERESA BERRY

Defendant(s).

COMPLAINT

s/a 343055.001

COMES NOW the plaintiff for cause of action against the defendants and
complains and alleges as follows:

I.

Plaintiff is a legal entity having paid all licenses and fees if required by law and is
authorized to bring this action.

II.

The defendant, TERESA BERRY, is believed to be a married individual and as
such incurred the below-referenced separate and community obligation. Defendant
resides in PIERCE County, Washington.

III.

That at all times material, defendant has been the obligor of a certain credit account
bearing number XXXXXXXXXXXX1112 which has been assigned to plaintiff.

Summons, Notice to Service Members and their
Dependants and Complaint - 5

SUTTELL & HAMMER, P.S.
PO BOX C-90006
BELLEVUE, WA, 98009
425-455-8220/425-453-3239 FAX

IV.

By the use of said credit account, said defendant became indebted on said account for goods, services, and monies loaned in the stated amount, the unpaid balance \$8569.52 which is fully due and owing to plaintiff, together with such greater sum as may be proved at the time of trial, together with interest thereon at the highest legal rate.


V.

Plaintiff may be entitled to attorney's fees either by contract or statute. Plaintiff requests an award of attorney's fees, as determined by the court.

We are debt collectors, this is an attempt to collect a debt and any information obtained will be used for that purpose.

WHEREFORE, plaintiff prays for judgment against the defendant for the sum of \$8569.52 together with interest thereon at the highest legal rate, and any further sum which may be proven at the time of trial, and a reasonable sum as and for plaintiff's attorney's fees; that such judgment shall bear interest at the highest legal rate after entry; and that the plaintiff have and receive such other and further relief as in the premises shall appear just and equitable. DATED August 2, 2012.

SUTTELL & HAMMER, P.S.


 Per Isaac Hammer, WSBA #36101
 Attorney for Plaintiff

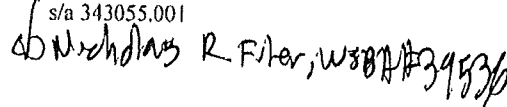
s/a 343055.001

 Nicholas R. Filer, WSBA #39536

EXHIBIT B

E-FILED
IN COUNTY CLERK'S OFFICE
PIERCE COUNTY, WASHINGTON

May 22 2014 8:30 AM

Judge: TOLLEFSON

Date: 06/27/2014

Time: 9:00 AM

KEVIN STOCK
COUNTY CLERK

NO: 14-2-08937-1

IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON
IN AND FOR THE COUNTY OF PIERCE

ASSET ACCEPTANCE LLC

Plaintiff,

vs.

TERESA BERRY

Defendant.

NO. 14-2-08937-1

MOTION FOR SUMMARY JUDGMENT

s/h 343055.001

COMES NOW the plaintiff, by and through its attorneys, Suttell & Hammer, P.S., and respectfully moves the Court for an Order of Summary Judgment against the defendant, TERESA BERRY.

RELIEF REQUESTED.

An Order of Summary Judgment against the defendant, TERESA BERRY, for the principal sum of \$8569.52, together with pre-judgment interest, plaintiff's costs, together with interest thereon at the rate of 12.0000% per annum from judgment until fully paid.

FACTS.

1. The defendant has become indebted to the plaintiff on account of goods and services rendered at defendant's request and use of credit card within six years last past, on which there is now due and owing the principal sum of \$8569.52, no part of

MOTION FOR SUMMARY JUDGMENT - 1

SUTTELL & HAMMER, P.S.
PO Box C-90006
BELLEVUE, WA, 98009
425-455-8220/425-453-3239 FAX

1 which has been paid, though payment has often been demanded. Interest accrues on said
2 account at the contract rate.

3 2. The Complaint is for a sum certain which is justly due and owing.

4 SUPPORTING EVIDENCE.

- 5 1. Exhibit 1: Affidavit of Balance as provided by Plaintiff
6 2. Exhibit 2: Bill of Sale as provided by Plaintiff
7 3. Exhibit 3: Copies of Periodic Statements as provided by Plaintiff
8 4. Attached Declaration of Plaintiff's attorney
9 5. Records and files herein

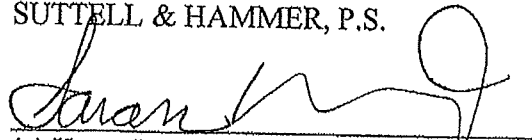
10 LEGAL AUTHORITY.

11 Laws of the State of Washington.

12 CONCLUSION.

13 In conclusion, the plaintiff is entitled to Judgment against the defendant, for the
14 amount prayed for in plaintiff's complaint. DATED May 20, 2014.

15 SUTTELL & HAMMER, P.S.

16 

- 17 () Karen L. Hammer, WSBA #35608
18 () Isaac Hammer, WSBA #36101
19 () Patrick J. Layman, WSBA #5707
20 () Malisa L. Gurulé, WSBA #40602
21 () Nicholas R. Filer, WSBA #39536
22 () Kristen E. Care, WSBA #43717
23 () Peter G. Marcek, WSBA #43094
24 () Sarah E. Davenport, WSBA #45269
25 Attorneys for Plaintiff

DECLARATION OF PLAINTIFF'S ATTORNEY

Plaintiff's attorney declares and states as follows:

1. I am one of the attorneys representing the plaintiff above-named and my law firm has expended the following costs in the above captioned case.

<u>COSTS</u>	<u>AMOUNT</u>
Filing fee of Summons & Complaint	\$ 240.00
Service fee and summons & Complaint	\$ 69.50
TOTAL COSTS:	\$ 309.50

2. Declarant states that the foregoing is true and correct to the best of his knowledge and belief subject to the penalty of perjury under the laws of the State of Washington.

DATED May 20, 2014, at Bellevue, Washington.

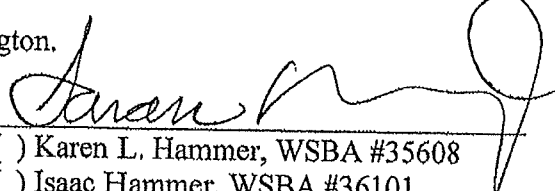

☐ Karen L. Hammer, WSBA #35608
☐ Isaac Hammer, WSBA #36101
☐ Patrick J. Layman, WSBA #5707
☐ Malisa L. Gurulé, WSBA #40602
☐ Nicholas R. Filer, WSBA #39536
☐ Kristen E. Care, WSBA #43717
☐ Peter G. Marcek, WSBA #43094
☒ Sarah E. Davenport, WSBA #45269

EXHIBIT 1

EXHIBIT 1

EXHIBIT 1

EXHIBIT 1

EXHIBIT 1

STATE OF MICHIGAN)
COUNTY OF MACOMB) ss

343055

4/24/14

ASSET ACCEPTANCE, LLC)
))
Plaintiff,)
vs)
))
TERESA BERRY)
))
Defendant,)

AFFIDAVIT

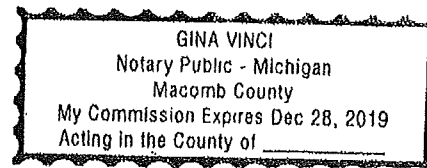
- ~~Heather Andrus~~
1. I, _____, am an employee of ASSET ACCEPTANCE, LLC, and am competent to testify to the matters stated herein based upon personal knowledge of the records maintained by Plaintiff.
 2. I am familiar with and trained on the manner and method by which ASSET ACCEPTANCE, LLC creates and maintains its business records, including computer records of its accounts.
 3. ASSET ACCEPTANCE, LLC business records demonstrate that ASSET ACCEPTANCE, LLC purchased the receivable at issue in this case from FIA CARD SERVICES N.A. or its successor in interest.
 4. The original creditor in this matter is FIA CARD SERVICES N.A. and the original account number is XXXXXXXXXXXX-1112.
 5. The business records associated with the receivable demonstrate that our claim against Defendant is in the amount of \$8,569.52 together with the interest, if sought, in an amount not exceeding the rate of 12.00 %.

H. Andrus

ASSET ACCEPTANCE, LLC
EMPLOYEE

Subscribed and sworn to before me on
this _____ day of APR 24, 2014.
[Signature]

Notary Public
My Commission Expires: _____



Macomb

THIS IS AN ATTEMPT TO COLLECT A DEBT BY A DEBT COLLECTOR. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.



ASSET ACCEPTANCE, LLC
P.O.BOX 2036
WARREN MI 48090

ACCOUNT NUMBER
12-2259540

ORIGINAL CREDITOR ACCOUNT NUMBER
XXXXXXXX-XX-1112 ✓

TERESA BERRY
2329 S HOSMER ST
TACOMA WA 98405

DATE	ACCOUNT INFORMATION
April 24, 2014	ASSET ACCEPTANCE, LLC, A LIMITED LIABILITY COMPANY ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE. ASSIGNEE OF BANK OF AMERICA OR ITS SUCCESSOR IN INTEREST. ✓

PURCHASE DATE
April 30, 2012

CHARGE OFF BALANCE
\$8,569.52 ✓

STATUTORY INTEREST RATE
12.00 % ✓

DATE OF LAST PAYMENT
September 27, 2010

THIS COMMUNICATION IS FROM A DEBT COLLECTOR

* Not previously mailed

Bank of America

EXHIBIT C

BILL OF SALE AND ASSIGNMENT OF LOANS

THIS BILL OF SALE AND ASSIGNMENT OF LOANS is made and entered into between Asset Acceptance, LLC ("Purchaser") and FIA Card Services, N.A. ("Seller"), pursuant to the Loan Sale Agreement dated April 26, 2012 (the "Agreement") entered into between Purchaser and Seller. Capitalized terms not defined hereinafter, shall have the same meaning as defined in the Agreement.

(a) In consideration of the payments made pursuant to the Agreement and such other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, Seller does hereby sell, transfer, convey, assign and deliver, free and clear of all liens and encumbrances, to Purchaser all of Seller's right, title and interest in and to each and all of the Loans, as included on the electronic file referenced in Schedule 1 of the Loan Agreement, without recourse and without representation or warranty of any type, kind, character or nature, express or implied, except as specifically provided in the Agreement, and subject to Buyer's repurchase rights as set forth in Sections 8.1 and 8.2 of the Agreement.

(b) Purchaser hereby accepts such sale, transfer, conveyance, assignment, and delivery of the Loans, including without limitation the right to all principal, interest or other proceeds of any kind with respect to the Loans remaining due and owing as of the Cut-Off Date applicable to such Loans.

(c) Nothing in this Bill of Sale and Assignment of Loans shall be deemed to modify, limit or amend any of the rights or obligations of Purchaser or Seller under the Agreement. This Bill of Sale shall inure to the benefit of, and be binding upon, the respective successors and assigns of Seller and Purchaser and shall be governed by and construed and interpreted in accordance with the Agreement and the laws of the State of Delaware, without regard to such state's principles of conflicts of law.

(d) This Bill of Sale may be executed by facsimile or electronic transmission in multiple counterparts, each of which shall be an original, but together shall constitute one and the same instrument.

IN WITNESS WHEREOF, each party, through its duly authorized officer, has caused this Bill of Sale and Assignment of Loans to be executed in their name this 30th day of April, 2012.

SELLER/ASSIGNOR:

FIA CARD SERVICES, N.A.

By: [Signature]
 Name: Joseph Orlando
 Title: Senior Vice President

BUYER/ASSIGNEE:

ASSET ACCEPTANCE, LLC

By: [Signature]
 Name: Mark Madhary
 Title: VP

Threatened BK 4/26/12

Fax: 302.458.0438

Bank of America Asset Sales
 Deerfield III, 635 Paper Mill Road, Newark, DE 19711

Recycled Paper

EXHIBIT 3

EXHIBIT 3

EXHIBIT 3

EXHIBIT 3

EXHIBIT 3

Prepared for: TERESA BERRY
Account Number: [REDACTED] 4461

December 2009 Statement
Credit Line: \$7,500.00
Cash or Credit Available: \$7,500.00



Account Information

Summary of Transactions	
Previous Balance	\$0.00
Payments and Credits	\$48.52
Purchases and Adjustments	\$48.52
Periodic Rate Finance Charges	\$0.00
Transaction Fee Finance Charges	\$0.00
New Balance Total	\$0.00

Billing Cycle and Payment Information	
Days in Billing Cycle	30
Closing Date	12/23/09
Payment Due Date	01/19/10
Current Payment Due	\$0.00
Past Due Amount	\$0.00
Total Minimum Payment Due	\$0.00

Customer Service

For Information on Your Account Visit:

www.bankofamerica.com
Call toll-free 1-800-789-6685
TDD hearing-impaired 1-800-346-3178

Mail Payments to:

BANK OF AMERICA
P.O. BOX 301200
LOS ANGELES, CA 90030-1200

Mail Billing Inquiries to:

BANK OF AMERICA
P.O. BOX 15028
WILMINGTON, DE 19850-5026

Transactions

	Promotional Offer ID	Posting Date	Transaction Date	Reference Number	Account Number	Amount
Payments and Credits						
GRC CHAZ DEAN 800-9641892 CA		12/01	11/28	0106	4461	29.95 CR
NFI WWW.NETFLIX.COM/CC NETFLIX.COM CA		12/16	12/14	9251	4461	18.57 CR
Purchases and Adjustments						
GRC CHAZ DEAN 800-9641892 CA		11/30	11/28	0106	4461	29.95
14994577						
NFI WWW.NETFLIX.COM/CC NETFLIX.COM CA		12/15	12/14	9251	4461	18.57
557148958						

Important Information About Your Account

TRANSFER 10 23 09 STAT 4868936048841112 S

Finance Charge Schedule

Category	Promotional Transaction Types	Daily Periodic Rate	Corresponding Annual Percentage Rate	APR Type	Balance Subject to Finance Charge
Balance Transfers		0.000000%	0.00%	T	
Cash Advances		0.000000%	0.00%	T	
Purchases		0.000000%	0.00%	T	

Annual Percentage Rate for this Billing Period:

(Includes Periodic Rate Finance Charges and Transaction Fee Finance Charges that results in an APR which exceeds the Corresponding APR above.)

See Corresponding Annual Percentage Rate Above

APR Type Definitions: APR Type: T= Temporary APR (APR for special circumstances)

20

4461

BANK OF AMERICA
P.O. BOX 301200
LOS ANGELES, CA 90030-1200

TERESA BERRY
2329 S HOSMER ST
TACOMA WA 98405-3150

☐ Check here for a change of mailing address or phone number(s). Please provide all corrections on the reverse side.

Payment Information

ACCOUNT NUMBER: [REDACTED] 4461

NEW BALANCE TOTAL: \$0.00

PAYMENT DUE DATE: 01/19/10

TOTAL MINIMUM PAYMENT DUE
\$0.00

Enter Payment Amount Enclosed

\$

Mail this payment coupon along with a check or money order payable to: BANK OF AMERICA

Prepared for: TERESA BERRY

Account Number: [REDACTED] 1112

December 2009 Statement

Credit Line: \$7,500.00

Cash or Credit Available: \$0.00

Bank of America



Account Information

Summary of Transactions

Previous Balance	\$7,244.43
Payments and Credits	- \$0.00
Purchases and Adjustments	+ \$291.71
Periodic Rate Finance Charges	+ \$168.37
Transaction Fee Finance Charges	+ \$0.00
New Balance Total	\$7,704.51

Billing Cycle and Payment Information

Days in Billing Cycle	30
Closing Date	12/23/09
Payment Due Date	01/19/10
Current Payment Due	\$282.00
Past Due Amount	+ \$228.00
Total Minimum Payment Due	\$ 510.00

Customer Service

For information on your account visit:

www.bankofamerica.com

Call toll-free 1-800-789-6685

TDD hearing-impaired 1-800-346-3178

Mail Payments to:

BANK OF AMERICA
P.O. BOX 301200
LOS ANGELES, CA 90030-1200

Mail Billing Inquiries to:

BANK OF AMERICA
P.O. BOX 15026
WILMINGTON, DE 19850-5026

Transactions

Purchases and Adjustments	Promotional Offer ID	Posting Date	Transaction Date	Reference Number	Account Number	Amount
TOP FOOD AND DRUG TACOMA WA		11/24	11/22	0377	1112	87.56
THE COFFEE CABIN 3 PUYALLUP WA		11/25	11/24	3580	1112	3.50
TOP FOOD AND DRUG TACOMA WA		11/27	11/24	4860	1112	19.67
PAYLESSSHOESOU00018804 TACOMA WA		11/27	11/25	3523	1112	29.46
GRC CHAZ DEAN 800-9841892 CA		12/01	11/28	0106	4461	29.95
FMG ST JOSEPH TACOMA WA		12/03	12/02	0208	1112	25.00
NFI WWW.NETFLIX.COM/CC NETFLIX.COM CA		12/16	12/14	9251	4461	18.57
LATE FEE FOR PAYMENT DUE 12/20		12/21	12/20	7458		39.00
OVERLIMIT FEE (BASED ON BALANCE 7,616.99)		12/23	12/23	D/27		39.00

YOUR ACCOUNT IS OVERLIMIT.
TO AVOID AN OVERLIMIT FEE
ON YOUR NEXT STATEMENT, WE
MUST RECEIVE A CONFORMING
PAYMENT, THAT BRINGS AND
KEEPS YOUR ACCOUNT BALANCE
BELOW THE CREDIT LINE,
WITHIN 27 DAYS OF THE ABOVE
STATEMENT CLOSING DATE,
AND NOT GO OVERLIMIT AGAIN.

Important Information About Your Account

YOU ARE A VALUED CUSTOMER. WE WANT TO MAKE SURE YOU ARE AWARE THAT WE
HAVE NOT RECEIVED YOUR PAYMENT. PLEASE SEND THE AMOUNT DUE TODAY.
IF IT HAS BEEN MAILED, THANK YOU.

ENJOY SPECIAL DISCOUNTS AT HERTZ.COM WHEN YOU USE GDP# 160018.

BANK OF AMERICA
P.O. BOX 301200
LOS ANGELES, CA 90030-1200

TERESA BERRY
2329 S HOSMER ST
TACOMA WA 98405-3150

☐ Check here for a change of mailing address or phone number(s).
Please provide all corrections on the reverse side.

Payment Information

ACCOUNT NUMBER: [REDACTED] 1112

NEW BALANCE TOTAL: \$7,704.51

PAYMENT DUE DATE: 01/19/10

TOTAL MINIMUM
PAYMENT DUE
\$510.00

Enter Payment Amount Enclosed:

\$

Mail this payment coupon along with a
check or money order payable to: BANK OF AMERICA

EXHIBIT C

AFFIDAVIT OF SALE AND CERTIFICATION OF DEBT

STATE OF NORTH CAROLINA)
CITY OF GREENSBORO)

FIA Card Services, N.A.
Accountholder: BERRY, TERESA

Account No(s), [REDACTED] 7239,
[REDACTED] 1112, [REDACTED] 1712

The undersigned, Cristina Ordonez, being duly sworn, states and deposes as follows:

1. That Affiant is employed by FIA Card Services, N.A. in the position of Bank Officer, has personal knowledge of the manner and method by which FIA Card Services, N.A. maintains its normal business book and records, and is duly authorized to make this affidavit.
2. That the contents of this affidavit are believed to be true and correct based on the computerized and hard copy books and records of FIA Card Services, N.A., maintained in the ordinary course of business, with the entries in them having been made at or near the time of the transaction recorded.
3. That FIA Card Services, N.A. is a wholly owned subsidiary of Bank of America Corporation and is successor in interest to MBNA America Bank NA, Fleet Bank (RI), and Bank of America, National Association (USA).
4. That the account records of FIA Card Services, N.A. show that:
 - a. Account number 4888941990877239, formerly account number 4888936048841112, originally known as 4888603524041712, was opened on 11/18/05 by TERESA BERRY.
 - b. Pursuant to the terms of the card member agreement with FIA Card Services, N.A., there was due and payable \$8569.52 as of the charge off date of 05/31/11.
 - c. Said agreement and account was, on 4/27/2012, sold, transferred and set over unto Asset Acceptance LLC, with full authority to do and perform all acts necessary for collection, settlement, adjustment, compromise or satisfaction of the said claim, and as of that date, there was due and payable on this Account the sum of \$8569.52, with all just and lawful offsets, payments, and credits having been allowed.
 - d. There were no uncredited, payments, just counterclaims or offsets against said debt when sold.
5. That as a result of the sale of said account, Asset Acceptance LLC and/or its authorized Agent, has complete authority to settle, adjust, compromise and satisfy same, and that FIA Card Services, N.A. has no further interest in the account for any purpose.
6. That the original contract in this matter may not be available, or no longer accessible to Affiant.

DATED THIS ____ day of JAN 30 2013, 2013

By: Cristina Ordonez FIA Card Services, N.A.
Bank Officer

Subscribed and sworn to before me this ____ day of JAN 30 2013, 2013

My commission expires: 10-27-15

Notary Seal

Notary Public

